

HHS Contract No. HHS000537900203

**SIGNATURE DOCUMENT FOR
TEXAS HEALTH AND HUMAN SERVICES CONTRACT
UNDER THE
MEDICAID ADMINISTRATIVE CLAIMING PROGRAM**

I. PURPOSE

The Health and Human Services Commission (“HHSOC” or “System Agency”), an administrative agency within the executive branch of the state of Texas, on behalf of its Medicaid & CHIP Services Division, and **BRENDHAM ISD** (“Grantee”), each a “Party” and collectively the “Parties,” enter into the following contract for Medicaid Administrative Claiming Services (the “Contract”).

II. LEGAL AUTHORITY

This Contract is made in accordance with 2 C.F.R. Part 200, Subparts E and F, and 45 C.F.R. Part 75, Subparts E and F, and authorized by and in compliance with the provisions of Texas Government Code Chapter 531.

III. STATEMENT OF SERVICES TO BE PROVIDED

Grantee shall perform Medicaid Administrative Claiming Services (“MAC”) in accordance with the Statement of Work, and Payment Rates and Terms, attached and incorporated as **Attachments A and B**, respectively.

IV. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign and terminates on **August 31st, 2024** unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. HHSOC, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years, subject to the terms and conditions mutually agreeable to the Parties. Notwithstanding the limitation in the preceding sentence, HHSOC, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSOC to serve the best interest of the State.

V. PAYMENT FOR SERVICES PERFORMED

Payment for MAC services performed by Grantee is limited to the adopted rate limits. All expenditures under the Contract will be in accordance with **Attachment B, Payment Rates and Terms**.

VI. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

HHSC
Christopher Robinson, CTCM
701 West 51st Street, MC W-359
Austin, Texas 78751
(512) 438-5432
christopher.robinson@hhsc.state.tx.us

Grantee
Representative's Name
Address
City, State, and Zip
Phone Number
Email Address

*Brenham Independent School District
Dr. Walter Jackson
PO Box 1147
Brenham, Texas 77834-1147
979-277-3100
WJACKSON@brenhamik-12.net*

Either Party may change its designated contract Representative by providing written notice to the other Party.

VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested, or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Health and Human Services Commission
Attn: Office of Chief Counsel
4900 North Lamar Boulevard
Austin, Texas 78751

Grantee
Grantee's Full Legal Name *Brenham Independent School District*
Attn: Representative's Name *Dr. Walter Jackson*
Address *PO Box 1147*
City, State, and Zip *Brenham, TX 77834-1147*

Legal notice given by Grantee shall be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

REPORTING REQUIREMENTS

Grantee shall satisfy all reporting requirements as set forth within Sections III-VI of Attachment B, Payment for Services Provided and Reporting Requirements.

VIII. PRIVACY, SECURITY, AND BREACH NOTIFICATION

Grantee certifies it is, and shall remain for the term of this Contract, in compliance with all applicable state and federal laws and regulations with respect to privacy, security, and breach notification in accordance with the Data Use Agreement attached and incorporated into this Contract by reference.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR
HHS CONTRACT NO. HH5000537900203

*Brennan Independent
School District*

Health and Human Services
Commission

Grantee's Full Legal Name

By: 
Dana L. Collins
Director

By: *Walter G. Jackson*

Director

Name: *Walter G. Jackson*

Title: *Superintendent*

Date of Execution: 08/14/2019

Date of Execution: 4-26-19

The following Attachments to this Contract are attached and incorporated by reference:

- Attachment A - Statement of Work
- Attachment B - Payment Rates and Terms
- Attachment C - HHSC Uniform Terms and Conditions - Grant (Version 2.1.6)
- Attachment D - HHSC MAC Supplemental Conditions (Version 1.0)
- Attachment E - Contract Affirmations (Version 1.3 - Grantee)
- Attachment F - TX HHS Data Use Agreement (Version 8.4 March 15, 2018)
- Attachment G - Federal Assurances for Non-Construction Programs (OMB 4040-0007)
- Attachment H - US Grants.gov Lobbying Form

ATTACHMENTS FOLLOW

Attachment A

STATEMENT OF WORK

1. PROGRAM BACKGROUND AND PURPOSE

The MAC Program, which has been operating in Texas since 1995, is the cost-based reimbursement methodology utilized to draw down federal matching funds for activities that facilitate client access to medically necessary Medicaid-funded services. HHSC has partnered with eligible entities that include Early Childhood Intervention programs, independent school districts, charter schools, local health districts, and MHMR/ID authorities, to implement MAC services throughout Texas.

The purpose of this partnership is to assist HHSC in providing effective and timely access to care for Medicaid-eligible clients and their families, more appropriate utilization of Medicaid-covered services, and to promote activities that reduce the risk of poor health outcomes for the state's most vulnerable populations.

2. GRANTEE OBLIGATIONS

To participate as a provider under this Contract, the Grantee must:

- 2.1 Provide all Medicaid Administrative Claiming services in accordance with 2 C.F.R. Part 200, Subparts E and F, 45 C.F.R. Part 75, Subparts E and F, 1 *Texas Administrative Code* §355.8095, the Time Study and Medicaid Administrative Claiming Guide (“MAC Guide”) that is currently available online and can be accessed at: <https://rad.hhs.texas.gov/sites/rad/files/documents/time-study/ts-mac-guide.pdf>, and all other applicable state and federal laws, rules, regulations, policies, and guidelines.
- 2.2 Stay informed and comply with any MAC Guide revisions by the effective date, which will be revised when deemed necessary by HHSC, or other HHSC published guides, appendices, policies, rules, guidelines, or guidance letters, which may be found on the HHSC program webpage that is currently available online and can be accessed at: <https://rad.hhs.texas.gov/medicaid-administrative-claiming>.
- 2.3 Spend the state general revenue, in an amount equal to the federal match claimed, for health-related services for clients in order to receive the federal match of actual and reasonable costs for Medicaid administration.
- 2.4 Attend all required state-sponsored trainings on an annual basis.
- 2.5 Submit quarterly participation data using the HHSC Standardized Time Study Medicaid Administrative Claiming Financial System (the “MAC Financial System”).
- 2.6 All financial expenditure data must be submitted to HHSC via the TS/MAC financial system in adherence with the timeframes set by HHSC.
- 2.7 Provide supporting documentation, within 30 days of HHSC’s request, for any expenditure information included in the quarterly claims data submitted.

- 2.8 Maintain supporting documentation for and fully cooperate with any audit, and be responsible for any related costs or necessary recoupments identified through an audit.

3. HHSC OBLIGATIONS

- 3.1 HHSC will include the Grantee's expenditures for Medicaid administration in the claim the agency submits to the Centers for Medicare and Medicaid Services for Title XIX federal participation, provided Grantee files reimbursement requests in accordance with the Contract requirements.
- 3.2 HHSC will host random moment time study and MAC Financials training sessions yearly to educate Grantees and to authorize Grantee staff/representatives to enter and submit TS/MAC data via the MAC Financial System.
- 3.3 HHSC will provide guidance and technical support to Grantees as needed.
- 3.4 HHSC will reimburse claims for Medicaid administration from the Grantee only if the Grantee has certified that sufficient funds are available to support the non-federal share of the cost of the claim. This Contract is subject to any additional restrictions, limitations, or conditions required by federal or state laws, rules, or regulations.

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Attachment B

PAYMENT RATES AND TERMS

1. BASIS FOR CALCULATING REIMBURSABLE COSTS

- 1.1 HHSC will pass through to the Grantee no less than ninety-five percent (95%) of the Title XIX federal share of actual and reasonable costs for Medicaid administration provided by Grantee staff for Medicaid administrative activities under this Contract. HHSC reserves the right to retain five percent (5%) of the Title XIX federal share of actual and reasonable costs for HHSC's own administrative costs. These Grantee's costs shall be based upon a time accounting system, which is in accordance with the provisions of 2 C.F.R. Part 200, Subparts E and F, and 45 C.F.R. Part 75, Subparts E and F, and the expense and equipment costs necessary to collect data, disseminate information, and carry out the staff functions.
 - 1.2 The rate of reimbursement for allowable administrative activities performed by personnel other than skilled professional medical personnel ("SPMP") shall be 50 percent (50%) of such costs. The rate of reimbursement for activities qualifying under regulations applying to SPMP and their direct supporting clerical staff shall be 75 percent (75%) for activities identified as "Enhanced" or 50 percent (50%) for activities identified as "non-enhanced" of such costs. Enhanced activities include the following items only: compensation and applicable fringe benefits, and travel and training of SPMP and their direct supporting clerical staff.
 - 1.3 Changes in federal regulations affecting the matching percentage or costs eligible for enhanced or administrative match that become effective subsequent to the execution of this Contract shall be incorporated herein as of the date of change, and the Parties agree to comply with such changes.
- 2. AVAILABILITY OF FUNDS**
- 2.1 This Contract is contingent upon the availability of sufficient and adequate funds as stated in Section 3.01 of the Uniform Terms and Conditions, which is attached as **Attachment C** and incorporated herein.

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Attachment D

HHSC MAC SUPPLEMENTAL CONDITIONS

Attachment C (the "HHSC UTCs"), is revised as follows:

1. **Section 2.1, Payment Methods, is deleted in its entirety and replaced with the following:**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. Cost reimbursement. This payment method is based on quarterly claims and submission of a request for reimbursement of expenses Grantee has incurred during the reporting period;
- b. Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. Advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

2. **Section 2.2, Final Billing Submission, is deleted in its entirety and replaced with the following:**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement request as a final close-out not later than 90 days following the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than 90 days following the termination of the Contract may not be paid.

3. **Section 9.17, No Waiver of Sovereign Immunity, is deleted in its entirety and replaced with the following:**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency. Similarly, nothing in the Contract will be construed as a waiver of any rights or affirmative defenses available to Grantee.

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Attachment E

CONTRACT AFFIRMATIONS

By entering into this Contract, Grantee affirms, without exception, as follows:

1. Grantee represents and warrants that these Contract Affirmations apply to Grantee and all of Grantee's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.
2. Grantee represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.
3. Grantee understands that HHSC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. Grantee accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Grantee agrees that all exceptions to the Solicitation, if any, are rejected unless expressly accepted by HHSC in writing.
5. Grantee agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
6. Grantee generally releases from liability and waives all claims against any party providing information about the Grantee at the request of HHSC.
7. Grantee has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Grantee certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

8. Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Grantee certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
9. Under Section 231.006(d) of the Texas Family Code regarding child support, Grantee certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.
10. Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Grantee's subcontracts, if any, if payment in whole or in part is from federal funds.
11. Grantee certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
12. Grantee represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
13. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Grantee certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.
14. Grantee represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
15. Grantee agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
16. Grantee represents and warrants that payments to Grantee and Grantee's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

17. Grantee agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

18. Grantee agrees that upon request of HHSC, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

19. Grantee expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Grantee represents and warrants to HHSC that the technology provided to HHSC for purchase (if applicable under this Contract or any related Solicitation) is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- providing equivalent access for effective use by both visual and non-visual means;
- presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

20. If this Contract is for the purchase or lease of computer equipment, then Grantee certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

21. If this Contract is for the purchase or lease of covered television equipment, then Grantee certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

22. Grantee represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of this Contract, none of its employees including, but not limited to those will provide services under the Contract, was an employee of an HHS Agency. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Grantee will not allow any former employee of the System Agency to perform services under this Contract

23. Grantee acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Grantee may not accept employment from Grantee before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.
24. If this Contract is for consulting services under Chapter 2254 of the Texas Government Code, in accordance with Section 2254.033 of the Texas Government Code, Grantee certifies that it does not employ an individual who was employed by System Agency or another agency at any time during the two years preceding the submission of any related Solicitation Response related to this Contract or, in the alternative, Grantee has disclosed in any related Solicitation Response the following: (i) the nature of the previous employment with System Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation at the time of the employment was terminated.
25. Grantee represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Contract or any related Solicitation and that Grantee's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
26. Grantee understands that HHSC does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or Grantees who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Grantee agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.
27. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Grantee has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Grantee has violated any federal antitrust law; and (c) neither I nor any representative of the Grantee has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Grantee or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Grantee.
28. Grantee represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Grantee or any of the individuals or entities included in numbered

- paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Grantee's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into this Contract. If Grantee is unable to make the preceding representation and warranty, then Grantee instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Grantee's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into this Contract. In addition, Grantee acknowledges this is a continuing disclosure requirement. Grantee represents and warrants that Grantee shall notify HHSC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update HHSC shall constitute breach of contract and may result in immediate contract termination.
29. Grantee represents and warrants that, pursuant to Section 22770.002 of the Texas Government Code, Grantee does not boycott Israel and will not boycott Israel during the term of this Contract.
30. Grantee certifies that for contracts for services, Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:
- (a) all persons employed by Grantee to perform duties within Texas; and
 - (b) all persons, including subcontractors, assigned by Grantee to perform work pursuant to this Contract within the United States of America.
31. Grantee understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Grantee is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
32. Grantee represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.
33. Grantee represents and warrants that all statements and information prepared and submitted by Grantee in this Contract and any related Solicitation Response are current, complete, true, and accurate. Grantee acknowledges any false statement or material misrepresentation made by Grantee during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Grantee understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Grantee is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
34. Grantee represents and warrants that the individual signing this Contract is authorized to sign on behalf of Grantee and to bind the Grantee.

Authorized representative on behalf of Grantee must complete and sign the following:

Legal Name of Grantee: Brenham Independent School District

Signature of Authorized Representative: Walter R. Jackson Date Signed: 4/26/19

Printed Name and Title of Authorized Representative: Dr. Walter Jackson, Superintendent Phone Number: (919) 277-3700

Federal Employer Identification Number: 146000401 Fax Number: (919) 277-3711

DUNS Number: 087305678 Email Address: wjackson@brenhamk12.net

Physical Street Address: 711 E. Mansfield City, State, Zip Code: Brenham, TX, 77833

Mailing Address, if different: PO Box 1147 City, State, Zip Code: Brenham, TX 77834-1147

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Attachment G

OMB Number: 2440-0007
 Expiration Date: 01/31/2018

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.


NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds allocated to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4726-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681-1693, and 1685-1689), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1972 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1506 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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 Prescribed by OMB Circular A-102

9. Will comply, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §§276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(e) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of adjoining facilities pursuant to EO 11736; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11986; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1985, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 105 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§9107 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1998 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
18. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Superintendent
APPLICANT ORGANIZATION Brennan Township School District	DATE SUBMITTED 4/26/19

Standard Form 424B (Rev. 7-97) Back

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Attachment H

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment, providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION Brenham Independent School District	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: Dr. First Name: WALTER Middle Name: <input type="text"/>	
* Last Name: JACKSON Suffix: <input type="text"/>	
* Title: Superintendent	
* SIGNATURE: Walter B. Jackson	* DATE: 4/24/19

(Remainder of Page Intentionally Left Blank)